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10 Attorneys for Plaintiff  
Aquatic AV, Inc.

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

14 AQUATIC AV, INC., a California corporation.

15 Plaintiff,

VS.

17 THE MAGNADYNE CORPORATION, a  
18 California corporation, SSV WORKS,  
INC., a California corporation,

Defendants.

No. 3:14-cv-01931-WHA

**PLAINTIFF AQUATIC AV, INC.'S NOTICE  
OF MOTION AND MOTION FOR LEAVE  
TO AMEND INFRINGEMENT  
CONTENTIONS**

Date: March 12, 2015  
Time: 8:00 a.m.  
Courtroom: 8, 19<sup>th</sup> Fl., San Francisco  
Judge: Hon. William H. Alsup

**NOTICE OF MOTION AND MOTION FOR LEAVE TO  
AMEND INFRINGEMENT CONTENTIONS**

3 PLEASE TAKE NOTICE that on March 12, 2015 at 8:00 a.m. or as soon thereafter as  
4 counsel may be heard in Courtroom 8 of the above-entitled Court, located at 450 Golden Gate  
5 Avenue, San Francisco, California, Plaintiff Aquatic AV, Inc. (“Aquatic”) will, and hereby does,  
6 move for an order for leave to amend its infringement contentions. This motion is based on this  
7 Notice of Motion and Motion, the Memorandum of Points and Authorities herein, the attached  
8 declaration of David C. Bohrer in support of this Motion, which includes the submission of the  
9 proposed amended infringement contentions, the complete record in this action, and any such other  
10 evidence as may be submitted at the hearing of this Motion.

## 1. INTRODUCTION

12 Aquatic seeks leave to amend its infringement contentions so they conform to discovery and  
13 technical analysis conducted by Aquatic in response to defendants' expedited motion for summary  
14 judgment of non-infringement of the '756 patent (Dkt. 79). The specific proposed amendments are  
15 submitted as Exhibits A and B to the accompanying Declaration of David C. Bohrer in support of  
16 Motion for Leave to Amend Infringement Contentions ("Bohrer Decl."). There is good cause for  
17 allowing the amendments based upon Aquatic's diligence in seeking amendment soon after it  
18 obtained samples of the Magnadyne wired remote controls that are the subject of this request to  
19 amend infringement contentions, deposed Magnadyne's corporate representative on the ability to  
20 attach and detach the wired remote controls from Magnadyne's docking stations, and confirmed  
21 infringement with Aquatic's consulting technical expert (who has included the accused wired  
22 remote controls in his declaration submitted in support of Aquatic's opposition to defendants'  
23 motion for summary judgment). Furthermore, the nonmoving parties, defendants Magnadyne  
24 Corporation ("Magnadyne") and SSV Works, Inc. ("SSV"), are not prejudiced at this early stage of  
25 fact discovery if Aquatic's infringement contentions are amended as requested.

## II. RELEVANT BACKGROUND

27 In this litigation, Aquatic asserts infringement of two related patents, U.S. Patent Nos.  
28 7,831,756 (the “756 patent”) and 8,578,081 (the “081 patent”), directed to enclosures that connect

1 to and protect digital media devices such as iPod, iPhones, mobile phones and other mobile media  
 2 devices. The cut-off for non-expert discovery, July 31, 2015, is still six months away. (Dkt. 56.)  
 3 Expert discovery cut-off, September 4, 2015, and trial, November 2, 2015, are later still. (*Id.*)

4 On October 29, 2014, Aquatic timely served its Patent Local Rule 3-1 infringement  
 5 contentions, which asserted, in pertinent part, that Magnadyne infringed claims 16, 18, 19, and 22 of  
 6 the '756 patent based upon Magnadyne's importing, making, using, selling or offering for sale its  
 7 "Aquavibe" digital media docking stations in combination with Magnadyne's wireless remote  
 8 controls (the "Wireless Remotes"). (Bohrer Decl., Ex. A.)

9 Aquatic also determined that Magnadyne combines wired remote controls model nos. WRC-  
 10 100, WRC-150, WRC-200, WRC-250, WRC-300, and WRC-350 (the "Wired Remotes") with its  
 11 accused docking stations. Based upon publicly available sales literature, Aquatic included the  
 12 Wired Remotes in its infringement chart describing Magnadyne's infringement of '081 patent.<sup>1</sup>  
 13 However, samples of the Wired Remotes are not publicly available, making it difficult to ascertain  
 14 whether they also satisfied the "detachably coupled" term in the '756 patent. (Bohrer Decl., ¶6.)  
 15 Accordingly, no assertion of infringement by the Wired Remotes was made in the original  
 16 infringement contentions. (*Id.*) Aquatic did not want to assert an infringement claim against the  
 17 combination of the Magnadyne docking station with the Wired Remote with regard to the '756  
 18 patent claims (incorporating the "detachably couples" limitation) without first having received a an  
 19 actual sample of the Wired Remote to determine whether the Wired Remote met that limitation.  
 20 (*Id.*)

21 On November 11, 2014, defendants served notice of their intent to move for summary  
 22 judgment of non-infringement of the '756 patent within 60 days. Aquatic cooperated with  
 23 defendants in conducting expedited discovery reasonably needed by Aquatic to respond to the  
 24 anticipated motion. (See Am. Decl. of David C. Bohrer Regarding Defendants' Motion to Stay

25 \_\_\_\_\_  
 26 <sup>1</sup>The '081 patent infringement chart was produced as Appendix C to Aquatic's original  
 27 infringement contentions. The Wired Remotes were inadvertently not identified in the Patent Local  
 28 Rule 3-1(b) list of accused instrumentalities that accompanied this infringement chart. The  
 requested amendments address this issue by conforming Aquatic's previous Rule 3-1(b) disclosures  
 to identify the Wired Remotes whose infringement was previously charted with the original '081  
 infringement contentions.

1 (Dkt. 77, ¶¶ 7-40.) Aquatic propounded interrogatories and requests to produce on the defendants  
 2 in September 2014 and supplemental interrogatories and requests to produce in November 2014.  
 3 (*Id.*, ¶10.) Thereafter, it followed up with defendants to obtain the written discovery reasonably  
 4 necessary to oppose the proposed summary judgment by meet and confer conferences on December  
 5 3, 2014 and January 7, 2015. (*Id.*, ¶12.) Aquatic also (i) exchanged expedited Patent Local Rule 4-2  
 6 claim constructions on the terms at issue in the defendants' proposed motion for summary judgment  
 7 on January 6, 2015, (ii) obtained samples of the Wired Remotes from Magnadyne on January 10,  
 8 2015, and (iii) deposed Magnadyne's corporate representative, Mark Hockett, on January 29, 2015.  
 9 (Bohrer Decl., ¶7.) Mr. Hockett provided specific testimony at deposition regarding the function  
 10 and operation of the wired remotes. (*Id.*, Ex. C.) At deposition, he used photographs of an  
 11 exemplar Wired Remote to demonstrate that the Wired Remote was a "user interface" and could be  
 12 physically attached and detached from the docking station. (*Id.*, Ex. D.)

13           Aquatic also consulted with its technical expert Scott Ganaja regarding the samples of the  
 14 Wired Remotes as well as the testimony and exhibits obtained from Magnadyne's corporate  
 15 representative, and Mr. Ganaja determined that the combination of the accused Magnadyne docking  
 16 stations with either the Wireless Remotes or the Wired Remotes infringes the asserted claims of the  
 17 '756 patent. Mr. Ganaja's infringement opinion and the bases therefor are discussed in the  
 18 concurrently filed declaration that he has submitted in support of Aquatic's opposition to the  
 19 defendants' motion for summary judgment.

20 **III. LEGAL STANDARD**

21           "Amendment of the Infringement Contentions ... may be made only by order of the Court  
 22 upon a timely showing of good cause." Patent L.R. 3-6. The good cause inquiry "considers first  
 23 whether the moving party was diligent in amending its contentions and then whether the nonmoving  
 24 party would suffer prejudice if the motion to amend were granted." *Acer, Inc. v. Tech. Props. Ltd.*,  
 25 2010 WL 3618687, at \*3 (N.D.Cal. Sept. 10, 2010) (citing *O2 Micro Int'l Ltd. v. Monolithic Power*  
 26 *Sys., Inc.*, 467 F.3d 1355, 1366-68 (Fed.Cir.2006)). "The burden is on the movant to establish  
 27 diligence rather than on the opposing party to establish lack of diligence." *Karl Storz Endoscopy-*  
 28 *America, Inc. v. Stryker Corp.*, 2011 WL 5574807, at \*1 (N.D. Cal. Nov. 16, 2011) (quoting *O2*

1 *Micro*, 467 F.3d at 1366). “However, even if the movant was arguably not diligent, the court retains  
 2 discretion to grant leave to amend.” *Linex Techs., Inc. v. Hewlett-Packard Co.*, 2013 WL 5955548,  
 3 at \*1 (N.D. Cal. Nov. 6, 2013); *see also Apple Inc. v. Samsung Electronics Co.*, 2012 WL 5632618,  
 4 at \*2 (N.D. Cal. Nov. 15, 2012) (granting leave to amend infringement contentions, even though  
 5 court found plaintiff failed to establish diligence, because of lack of prejudice to the defendants).

6       The good cause standard of Patent L.R. 3-6 “serves to balance the parties’ rights to develop  
 7 new information in discovery along with the need for certainty in legal theories at the start of the  
 8 case.” *Apple*, 2012 WL 5632618, at \*2.

9 **IV. ARGUMENT**

10       Aquatic has been diligent in seeking amendment of its infringement contentions. In  
 11 cooperation with defendants’ expressed intent to bring an expedited motion for summary judgment,  
 12 Aquatic timely pursued written discovery, exchanged preliminary claim constructions on an  
 13 expedited basis, collected and analyzed samples of the Wired Remotes that otherwise were not  
 14 publicly available, took the deposition of Magnadyne’s corporate representative, and consulted with  
 15 and obtained infringement opinions from its technical expert. These activities have all occurred  
 16 over the past 60 days, culminating in an expert declaration that the Wired Remotes (in addition to  
 17 the previously accused Wireless Remotes) infringe the asserted claims of the ‘756 patent. Aquatic  
 18 timely brings its request to amend its infringement disclosures close upon the heels of the discovery  
 19 and technical analysis supporting the new infringement contentions.

20       Magnadyne is not prejudiced by the amendments. It has had prior notice that its Wired  
 21 Remotes are accused instrumentalities in this case based on Aquatic having identified the Wired  
 22 Remotes in its infringement charts for the ‘081 patent. The current amendments to Aquatic’s  
 23 infringement contentions therefore do not add new accused products or new asserted claims but  
 24 instead identify the Wired Remotes as also infringing the asserted claims of the ‘756 patent. In  
 25 addition, there are still six months remaining before the fact discovery cut-off and over eight months  
 26 until the expert discovery cut-off – providing more than ample time for any discovery on these  
 27 accused products.

28

1                   Aquatic, as part of its opposition to the motion for summary judgment of non-infringement  
 2 of the '756 patent, is submitting proof of infringement by both the Magnadyne's Wireless and  
 3 Wired Remotes. There is no prejudice to Magnadyne in this regard. Not only are the Wired  
 4 Remotes Magnadyne products for which it has full knowledge of any relevant construction,  
 5 operation and function, but Magnadyne has taken the position that the relevant '756 claim terms and  
 6 the mapping of these terms to accused products does not require expert testimony. (See Dkt. 84  
 7 ("[T]here is no material dispute regarding the structure of the accused lockers. The products exist  
 8 and they are what should be compared to the construed claims to determine infringement.").)  
 9 Magnadyne also will have the opportunity to address the proof of infringement by its Wired  
 10 Remotes in its reply brief in support of the motion for summary judgment.

11 **V. CONCLUSION**

12                   For the foregoing reasons, there is good cause for an order allowing Aquatic leave to amend  
 13 its infringement contentions.

14

15 Dated: February 3, 2015

VALOREM LAW GROUP, LLP

16

*/s/ David C. Bohrer*

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Attorneys for Plaintiff  
 Aquatic AV, Inc.

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**CERTIFICATE OF SERVICE**

2 I hereby certify that on February 3, 2015, I electronically filed the foregoing with the Clerk  
3 of the Court using the CM/ECF system which will send notification of such filing to the e-mail  
4 addresses on file with the Clerk of Court.

5

6 | Dated: February 3, 2015

/s/ David C. Bohrer  
David C. Bohrer

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16 Attorneys for Plaintiff  
17 Aquatic AV, Inc.

18 IN THE UNITED STATES DISTRICT COURT  
19  
20 NORTHERN DISTRICT OF CALIFORNIA

21 AQUATIC AV, INC., a California  
22 corporation,

23 Plaintiff,  
24  
25 vs.

26 THE MAGNADYNE CORPORATION, a  
27 California corporation, SSV WORKS,  
28 INC., a California corporation,

Defendants.

29 No. 3:14-cv-01931-WHA

30 **DECLARATION OF DAVID C. BOHRER IN  
31 SUPPORT OF PLAINTIFF AQUATIC AV,  
32 INC.'S MOTION FOR LEAVE TO AMEND  
33 INFRINGEMENT CONTENTIONS**

34 Date: March 12, 2015  
35 Time: 8:00 a.m.  
36 Courtroom: 8, 19<sup>th</sup> Fl., San Francisco  
37 Judge: Hon. William H. Alsup

1 I, David C. Bohrer, declare as follows:

2 1. I am an attorney in good standing admitted to practice before this Court. I am a partner  
 3 with Valorem Law Group, LLP, and counsel for plaintiff Aquatic AV, Inc. (“plaintiff” or “Aquatic”)  
 4 in the above-captioned matter.

5 2. I make this declaration in support of Aquatic’s Motion For Leave to Amend  
 6 Infringement Contentions.

7 3. I have personal knowledge of the facts set forth in this declaration except and if called  
 8 to do so I could and would testify thereto.

9 4. On October 29, 2014, Aquatic timely served its Patent Local Rule 3-1 infringement  
 10 contentions, which asserted, in pertinent part, that Magnadyne infringed claims 16, 18, 19, and 22 of  
 11 the ‘756 patent based upon Magnadyne’s importing, making, using, selling or offering for sale its  
 12 “Aquavibe” digital media docking stations in combination with Magnadyne’s Wireless Remotes.

13 5. The October 29, 2014 infringement contentions are attached as Exhibit A, which  
 14 includes track changes showing any amendments over the contentions as originally served. Also  
 15 attached as Exhibit B is the Revised Appendix A Infringement Chart, which includes track changes  
 16 showing the amendment of the previous infringement chart served with the October 29 infringement  
 17 contentions to show that the combination of either the Wired Remotes or Wireless Remotes with the  
 18 accused Magnadyne “Aquavibe docking stations infringes the ‘756 patent.

19 6. Based upon publicly available sales literature, Aquatic included the Wired Remotes in  
 20 its infringement chart directed to Magnadyne’s infringement of ‘081 patent. However, samples of  
 21 the Wired Remotes are not publicly available, making it difficult to ascertain whether they also  
 22 satisfied the “detachably coupled” term in the ‘756 patent. Accordingly, no assertion of  
 23 infringement by the Wired Remotes was made in the original infringement contentions. Aquatic did  
 24 not want to assert an infringement claim against the combination of the Magnadyne docking station  
 25 with the Wired Remote with regard to the ‘756 patent claims (incorporating the “detachably  
 26 couples” limitation) without first having received a an actual sample of the Wired Remote to  
 27 determine whether the Wired Remote met that limitation.

28

1       7. Aquatic exchanged expedited Patent Local Rule 4-2 claim constructions on the terms at  
2 issue in the defendants' proposed motion on January 6, 2015, obtained samples of the Wired  
3 Remotes from Magnadyne on January 10, 2015, and deposed Magnadyne's corporate representative,  
4 Mark Hockett, on January 29, 2015.

5       8. Attached as Exhibit C are true and correct copies of pages 102-106 of Mr. Hockett's  
6 deposition transcript. Mr. Hockett testified at page 106 that the Wired Remote was a "user  
7 interface" that could be physically attached and detached from the docking station.

8       9. Attached as Exhibit D are true and correct copies of photographs of an exemplar Wired  
9 Remote that were marked as Exhibits 22 and 23 and discussed with Mr. Hockett during his  
10 deposition.

11       I declare under the penalty of perjury that the foregoing is true and correct. I signed this  
12 declaration on February 3, 2015 at San Jose, California.

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*/s/ David C. Bohrer*  
DAVID C. BOHRER

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**CERTIFICATE OF SERVICE**

2 I hereby certify that on February 3, 2015, I electronically filed the foregoing with the Clerk  
3 of the Court using the CM/ECF system which will send notification of such filing to the e-mail  
4 addresses on file with the Clerk of Court.

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6 | Dated: February 3, 2015

/s/ David C. Bohrer  
David C. Bohrer

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# EXHIBIT A

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15 Attorneys for Plaintiff  
16 Aquatic AV, Inc.

17 IN THE UNITED STATES DISTRICT COURT  
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19 NORTHERN DISTRICT OF CALIFORNIA

20 AQUATIC AV, INC., a California  
21 corporation,

22 Plaintiff,

23 vs.

24 THE MAGNADYNE CORPORATION, a  
25 California corporation, SSV WORKS,  
26 INC., a California corporation,

27 Defendants.

28 No. 3-14-cv-01931-WHA

PLAINTIFF AQUATIC AV, INC'S **FIRST  
AMENDED DISCLOSURE OF ASSERTED  
CLAIMS AND INFRINGEMENT  
CONTENTIONS**

## **INTRODUCTION**

Pursuant to Patent Local Rule 3-1, Plaintiff Aquatic AV, Inc. (“Aquatic”) hereby provides its First Amended Disclosure of Asserted Claims and Infringement Contentions to defendants Magnadyne Corporation (“Magnadyne”) and SSV Works, Inc. (“SSV”) (collectively, “Defendants”).

This disclosure is made solely for the purpose of this action. This disclosure is subject to all objections on any grounds that would require the exclusion of statements contained herein if such disclosure were asked of, or statements contained herein were made by, a witness present and testifying in court, all of which objections and grounds are expressly reserved and may be interposed at the time of trial.

Aquatic's investigation regarding these and other potential grounds of infringement is ongoing. Defendant Magnadyne did not produce any technical documentation relating to its accused products until two weeks before the deadline for these Patent Local Rule 3-1 Disclosures, and produced product samples only two days before the deadline for these Disclosures. Defendant SSV has not yet produced any technical documents or specimens relating to its accused products for investigation or analysis in this case. As a result of Defendants' dilatory and incomplete discovery productions, Aquatic has not had a reasonable opportunity to fully review and analyze the materials produced to-date. Aquatic therefore reserves the right to modify and/or supplement these disclosures based on its ongoing investigation and analysis of the materials that have either been produced by Magnadyne and will be produced by either defendant in the future. Aquatic's disclosure is therefore based upon information that Aquatic has been able to obtain from publicly available sources, and is given without prejudice to Aquatic's right to modify, supplement, or amend its disclosure as additional facts are ascertained, analyses are made, research is completed, and contentions are made.

## AQUATIC'S DISCLOSURE OF

## ASSERTED CLAIMS AND INFRINGEMENT CONTENTIONS

**I. Patent Local Rules 3-1(a), 3-1(b), and 3-1(c)**

Pursuant to Patent Local Rule 3-1(a), based on the public information presently available to

1 it, Aquatic identifies at least the following claims of U.S. Patent No. 7,831,756 (the “‘756 patent”)  
 2 as infringed by Magnadyne and SSV under at least subsections (a)-(c) of 35 U.S.C. § 271:

3 As to Magnadyne: claims 16, 18, 19, 21, 22, and 26.

4 As to SSV: claims 16, 18, 19, 20, 21, and 26.<sup>1</sup>

5 Also, pursuant to Patent Local Rule 3-1(a), based on public information presently available  
 6 to it, Aquatic also identifies at least the following claims of U.S. Patent No. 8,578,081 (the “‘081  
 7 patent”) as infringed by Magnadyne and SSV under at least subsections (a)-(c) of 35 U.S.C. § 271:

8 As to Magnadyne: claims 1, 3, 4, 5, 7, 8, 9, 10, 11, 29, 30, 60, 61, 63, 64, 66, 67, and  
 9 68.

10 As to SSV: claims 1, 3, 4, 5, 7, 8, 9, 10, 11, 29, 30, 60, 61, 63, 64, 66, 67, and 68.

11 Aquatic expressly reserves its right to assert infringement of additional claims or additional  
 12 subsections of 35 U.S.C. § 271, as appropriate, in light of information that it may obtain through  
 13 discovery in this case.

14 Pursuant to Patent Local Rule 3-1(b), based on the information presently available to it,  
 15 Aquatic identifies at least the following apparatuses, products, devices, processes, methods, acts, or  
 16 other instrumentalities of Defendants (collectively, the “Accused Instrumentalities”):

17 As to Magnadyne: Magnadyne’s “Aquavibe” entertainment centers with docking station  
 18 model nos. AV-100, MD-100, MD-150, MD-150MS, MD-200, MD-250, MD-300, MD-350,  
 19 and WP-ID4, WP-ID5, WP-ID5BT, WP-ID5BTD (the Magnadyne “Docking Stations”),  
 20 separately and in combination with (1) Magnadyne’s wireless remote controllers model nos.  
 21 CCR-100, CCR-150, CCR-200, CCR-250, CCR-300, and CCR-350 (the Magnadyne

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22

23 <sup>1</sup> SSV and Magnadyne to-date, in both their informal communications with counsel and in  
 24 their formal discovery responses, have denied that the accused WP line of docking stations was sold  
 25 or offered for sale with a remote control device. Accordingly, the operative complaint had not  
 26 previously asserted infringement of the ‘756 patent by SSV and Magnadyne in connection with their  
 27 making, using, offering for sale or selling of the accused WP line of docking stations. However,  
 Plaintiff has recently discovered that the SSV is making, using, selling or offering for sale a remote  
 control device that works with the WP line of docking stations. Accordingly, Plaintiff includes the  
 infringement of the ‘756 patent by the WP line of docking stations in its infringement contentions  
 and reserves the right to amend its complaint to assert infringement of the ‘756 patent by SSV  
 and/or Magnadyne consistent with these disclosures.

1       “Wireless Remotes”) or (2) Magnadyne’s wired remote control model numbers WRC-100,  
 2       WRC-150, WRC-200, WRC-250, WRC-300, and WRC-350 (“Wired Remotes”);  
 3       As to SSV: “WP Series” docking station model nos. WP-ID4, WP-ID5, WP-ID5BT, WP-  
 4       ID5BT and SSV’s “iPod Overhead Systems” (the SSV “Docking Stations”) and SSV Works  
 5       Media Dock Overhead Audio products 1XD-H81C0-T0, 2878320, 2878803, 2879231, 2879232,  
 6       2879233, 2879234, 2PG-H81C0-VO, WP-GRJC4, WP-JPO, WP-JXO8, WPOJP, WP-OJX8, WP-  
 7       OJX8KM, WP-ORZ, WP-ORZ34, WP-ORZF4, WP-ORZF4KM, WP-OU2, WP-OU4, WP-OU4L,  
 8       WP-OU4S, WP-OWC4, WP-OWC4KM, WP-PNO, RZ3O4, WP-RZF3O4, WP-RZFO4, WP-RZO,  
 9       SSV-WP-OU2, WP-UO4L, WP-UO4S, WP-WCO4, RZR, RZR4, RZR 500, RZR S, RZR 800, RZR  
 10      S 800, RZR 800XC, RZR 900, RZR XP 900, RZR-XP4 900, RZR4 1000, RZR XP 1000, WP-  
 11      RZO+2, WP-WCO4, WP-UO2, WP-RZ3O4, WP-RZ3O+2 (the SSV “Audio Docks”), both  
 12      separately and in combination with the SSV wireless remote controller (the “iPod RF Remote” or  
 13      “RFC” sold by SSV, shown at <http://www.ssvworks.com/product/ipod-rf-remote-with-steering-wheel-mount>). Aquatic expressly reserves the right to identify different or additional apparatuses,  
 14      products, devices, processes, methods, acts, or other instrumentalities of Defendants, as appropriate,  
 15      in light of information that it may obtain through discovery in this case.

17       Pursuant to Patent Local Rule 3-1(c), based on the information presently available to it,  
 18      Aquatic provides the infringement charts in Amended Appendix A and Appendices BA-D. Aquatic  
 19      expressly reserves the right to modify, supplement, or amend these infringement charts, as  
 20      appropriate, in light of information that it may obtain through discovery in this case.

21      **II. Patent Local Rules 3-1(d)**

22       Pursuant to Patent Local Rule 3-1(d), based on the information presently available to it,  
 23      Aquatic alleges, on information and belief, that:

24       As to Magnadyne:

25       • Magnadyne has actively induced infringement of the ‘756 patent under 35 U.S.C. §  
 26           271(b). Magnadyne has intentionally caused third parties to directly infringe the  
 27           ‘756 patent under 35 U.S.C. § 271(a) by inducing such third parties to use the

1 Magnadyne Wireless Remote and/or Wired Remote with the Magnadyne Docking  
2 Stations or by inducing such third parties to make, use, sell, offer for sale or import  
3 an infringing combination of the Magnadyne Docking Station with a Magnadyne  
4 Wireless Remote and/or Wired Remote. Magnadyne was aware of the '756 patent  
5 since at least January of 2011, before it began making, using, selling, offering for  
6 sale, and/or importing the Accused Instrumentalities. Magnadyne had actual notice  
7 that is directly infringing the '756 patent, at least since January 2011.

8

- 9 Magnadyne has actively induced infringement of the '756 patent under 35 U.S.C. §  
10 271(b). Magnadyne has intentionally caused third parties to infringe the '756 patent  
11 under 35 U.S.C. § 271(a) by inducing SSV (and SSV's customers) to make, use, sell,  
12 offer for sale or import an infringing combination of the "WP" line of Magnadyne  
13 Docking Stations with an "iPod RF Remote" wireless controller. Magnadyne was  
14 aware of the '756 patent since at least January of 2011, before it began making,  
15 using, selling, offering for sale, and/or importing the Accused Instrumentalities.  
16 Magnadyne had actual notice that is infringing the '756 patent, at least since January  
17 2011.
- 18 Magnadyne has actively induced infringement of the '081 patent under 35 U.S.C. §  
19 271(b). Magnadyne has intentionally caused third parties to directly infringe the  
20 '081 patent under 35 U.S.C. § 271(a) by inducing such third parties to use the  
21 Magnadyne Docking Station separately or in combination with a Magnadyne  
22 Wireless Remote and/or Wired Remote or by inducing such third parties to make,  
23 use, sell, offer for sale or import the Magnadyne Docking Station or an infringing  
24 combination of the Magnadyne Docking Station with a Magnadyne Wireless Remote  
25 and/or Wired Remote or an "iPod RF Remote" wireless controller. On information  
26 and belief, Magnadyne was aware of the '081 patent since at least November of  
27 2013. Magnadyne had actual notice that is directly infringing the '081 patent, at least  
since April 25, 2014.

- 1           • Magnadyne has contributorily infringed the '081 patent under 35 U.S.C. § 271(c).  
 2           Magnadyne offers to sell or sells or otherwise provides within the United States or  
 3           imports into the United States the Magnadyne Docking Stations, Magnadyne  
 4           Wireless Remotes and/or Wired Remotes, and the SSV Docking Stations. The  
 5           Magnadyne Docking Stations and the SSV Docking Stations are made or especially  
 6           adapted to be used in a manner that infringes the claims of the '081 patent. The  
 7           Magnadyne Wireless Remotes and/or Wired Remotes are made or especially adapted  
 8           for use with the Magnadyne Docking Stations, and when used therewith, together  
 9           infringe certain claims of the '081 patent. The Magnadyne Wireless Remotes and/or  
 10           Wired Remotes, Magnadyne Docking Stations, and SSV Docking Stations,  
 11           individually or in combination, constitute a material part of the inventions claimed in  
 12           the '081 patent. None of the Magnadyne Wireless Remotes and/or Wired Remotes,  
 13           Magnadyne Docking Stations or SSV Docking Stations are a staple article or a  
 14           commodity of commerce suitable for substantial non-infringing use. On information  
 15           and belief, Magnadyne was aware of the '081 patent since at least November of  
 16           2013. Magnadyne had actual notice of its infringement of the '081 patent since at  
 17           least April 25, 2014.

18           As to SSV:

- 19           • SSV has actively induced infringement of the '081 patent under 35 U.S.C. § 271(b).  
 20           SSV has intentionally caused third parties to directly infringe the '081 patent under  
 21           35 U.S.C. § 271(a) by inducing such third parties to use, offer or sale or sell the SSV  
 22           Docking Station separately or in combination with the SSV Audio Docks and/or with  
 23           an "iPod RF Remote" wireless controller. On information and belief, SSV was  
 24           aware of the '081 patent since at least November of 2013. SSV had actual notice that  
 25           is directly infringing the '081 patent, at least since April 25, 2014.
- 26           • SSV has contributorily infringed the '081 patent under 35 U.S.C. § 271(c). SSV  
 27           offers to sell or sells or otherwise provides within the United States or imports into

1 the United States the SSV Docking Stations separately or in combination with the  
 2 SSV Audio Docks. The SSV Docking Stations and SSV Audio Docks are made or  
 3 especially adapted to be used in a manner that infringes the claims of the '081 patent.  
 4 The SSV Docking Stations, individually or in combination an SSV Audio Dock,  
 5 constitute a material part of the inventions claimed in the '081 patent. The SSV  
 6 Docking Stations and SSV Audio Docks are not a staple article or a commodity of  
 7 commerce suitable for substantial non-infringing use. On information and belief,  
 8 SSV was aware of the '081 patent since at least November of 2013. SSV had actual  
 9 notice of its infringement of the '081 patent since at least April 25, 2014.

10 • SSV has actively induced infringement of the '756 patent under 35 U.S.C. § 271(b).  
 11 SSV has intentionally caused third parties to directly infringe the '756 patent under  
 12 35 U.S.C. § 271(a) by inducing its customers to make an infringing combination of  
 13 the SSV Docking Stations or the SSV Audio Docks with an "iPod RF Remote"  
 14 wireless controller. SSV was aware of the '756 patent since at least January 2011,  
 15 before it began making, using, selling, offering for sale, and/or importing the  
 16 Accused Instrumentalities. SSV had actual notice that is infringing the '756 patent, at  
 17 least since January 2011.

18 To the extent that Defendants do not sell, offer for sale, make, or use the Accused  
 19 Instrumentalities in the United States, or import the Accused Instrumentalities into the United  
 20 States, but rely upon third parties to sell, offer for sale, make, or use the Accused Instrumentalities  
 21 in the United States, or to import the Accused Instrumentalities into the United States, Magnadyne  
 22 and SSV have actively induced infringement of the '756 and '081 patents and Magnadyne and SSV  
 23 have contributorily infringed the '081 patent.

24 Plaintiff also incorporates by reference herein the discussion of indirect infringement at  
 25 paragraphs 66-79 and 87-101 of the Second Amended Complaint.

26 **III. Patent Local Rules 3-1(e)**

1 Pursuant to Patent Local Rule 3-1(e), Aquatic alleges that each element of each asserted  
 2 claim of the '756 and '081 patents are literally present in the Accused Instrumentalities. To the  
 3 extent any differences are alleged to exist between the above-identified claims and the Accused  
 4 Instrumentalities, such differences are insubstantial – the Accused Instrumentalities perform  
 5 substantially the same function, in substantially the same way, to yield substantially the same result,  
 6 and therefore Defendants would infringe under the doctrine of equivalents.

7 **IV. Patent Local Rules 3-1(f)**

8 The asserted claims of the '756 patent and the '081 patent claim priority from at least as  
 9 early as, and possibly earlier than, U.S. Patent Application No. 11/881,178, filed July 25, 2007.

10 Aquatic notes that, in accordance with Patent Local Rule 3-1(f), this is a priority date that  
 11 may be claimed based on an earlier application as distinguished, for example, from even earlier  
 12 dates that may be claimed on alternative bases such as the timing of conception or actual reduction  
 13 to practice.

14 **V. Patent Local Rules 3-1(g)**

15 Pursuant to Patent Local Rule 3-1(g), at present, Aquatic identifies the following  
 16 apparatuses, products, devices, processes, methods, acts, or other instrumentalities that it presently  
 17 believes practice or practiced one or more of the asserted claims of the '756 patent:

- 18 • For claims 16, 18, and 19: AQ-DM-2BX, AQ-DM-4B, AQ-DM-4U, AQ-DM 4UBT,  
 19 AQ-DM 5BT, and AQ-DM 5UBT, AQ-IP 3B, in combination with remote controls  
 20 AQ-IRR, AQ-RF-3, AQ-RF-34, AQ-RF-3HH, AQ-RF-3FB, AQ-RFDM-2BX, AQ-  
 21 RFDM-2, AQ-RFDM-4, AQ-RFDM-4U, AQ-RFDM-4F, AQ-RFDM-5BT, AQ-  
 22 RFDM 5UBT.
- 23 • For claim 20 and 26: AQ-DM 5BT, in combination with remote control AQ-RFDM-  
 24 5BT.
- 25 • For claim 21: AQ-DM-4B, AQ-DM-4U, AQ-DM 4UBT, AQ-DM 5BT, and AQ-DM  
 26 5UBT, in combination with remote controls AQ-RFDM-4, AQ-RFDM-4U, AQ-  
 27 RFDM-4F, AQ-RFDM-5BT, AQ-RFDM 5UBT

- For claim 22: AQ-DM-2BX, AQ-DM-4B, AQ-DM-4U, AQ-DM 4UBT, AQ-DM 5BT, and AQ-DM 5UBT, AQ-IP 3B, in combination with remote controls AQ-RF-3HH, AQ-RF-3FB, AQ-RFDM-2BX, AQ-RFDM-2, AQ-RFDM-4, AQ-RFDM-4U, AQ-RFDM-4F, AQ-RFDM-5BT, AQ-RFDM 5UBT.

Pursuant to Patent Local Rule 3-1(g), at present, Aquatic identifies the following apparatuses, products, devices, processes, methods, acts, or other instrumentalities that it presently believes practice or practiced one or more of the asserted claims of the '081 patent:

- For claims 1, 3, 4, 5, 7, 8, 29, and 68: AQ-DM-2BX, AQ-DM 3B, AQ-DM-4B, AQ-DM-4U, AQ-DM 4UBT, AQ-DM-5, AQ-DML- 5, AQ-DM 5BT, and AQ-DM 5UBT, separately or in combination with remote controls AQ-RFDM-2BX, AQ-RFDM-2, AQ-RFDM-4, AQ-RFDM-4U, AQ-RFDM-4F, AQ-RFDM-5BT, and AQ-RFDM 5UBT.
- For claims 9, 10, 11: AQ-DM-2BX, AQ-DM-4B, AQ-DM-4U, AQ-DM 4UBT, AQ-DM 5BT, and AQ-DM 5UBT, in combination with remote controls AQ-RFDM-2BX, AQ-RFDM-2, AQ-RFDM-4, AQ-RFDM-4U, AQ-RFDM-4F, AQ-RFDM-5BT, and AQ-RFDM 5UBT.
- For claim 30: AQ-DM-2BX, AQ-DM 3B, AQ-DM-4B, AQ-DM-4U, AQ-DM 4UBT, AQ-DM-5, AQ-DM 5BT, and AQ-DM 5UBT, separately or in combination with remote controls AQ-RFDM-2BX, AQ-RFDM-2, AQ-RFDM-4, AQ-RFDM-4U, AQ-RFDM-4F, AQ-RFDM-5BT, and AQ-RFDM 5UBT.
- For claims 60, 61, and 63: AQ-DM-2BX, AQ-DM 3B, AQ-DM-4B, AQ-DM-4U, AQ-DM 4UBT, AQ-DM-5, AQ-DML- 5, AQ-DM 5BT, AQ-DM 5UBT, and AQ-IP-3B, separately or in combination with remote controls AQ-IRR, AQ-RF-3, AQ-RF-34, AQ-RF-3HH, AQ-RF-3FB, AQ-RFDM-2BX, AQ-RFDM-2, AQ-RFDM-4, AQ-RFDM-4U, AQ-RFDM-4F, AQ-RFDM-5BT, AQ-RFDM 5UBT, and AQ-WR-3F.
- For claim 64: AQ-DM-2BX, AQ-DM 3B, AQ-DM-4B, AQ-DM-4U, AQ-DM 4UBT, AQ-DM-5, AQ-DM 5BT, AQ-DM 5UBT, and AQ-IP-3B, separately or in

1 combination with remote controls AQ-IRR, AQ-RF-3, AQ-RF-34, AQ-RF-3HH,  
 2 AQ-RF-3FB, AQ-RFDM-2BX, AQ-RFDM-2, AQ-RFDM-4, AQ-RFDM-4U, AQ-  
 3 RFDM-4F, AQ-RFDM-5BT, AQ-RFDM 5UBT, and AQ-WR-3F

4 • For claim 66: AQ-DM 3B, AQ-DM-4U, AQ-DM 4UBT, AQ-DM-5, AQ-DM 5BT,  
 5 AQ-DM 5UBT, and AQ-IP-3B.

6 • For claim 67: AQ-DM-2BX, AQ-DM-4B, AQ-DM-4U, AQ-DM 4UBT, AQ-DM  
 7 5BT, AQ-DM 5UBT, and AQ-IP-3B, separately or in combination with remote  
 8 controls AQ-IRR, AQ-RF-3, AQ-RF-34, AQ-RF-3HH, AQ-RF-3FB, AQ-RFDM-  
 9 2BX, AQ-RFDM-2, AQ-RFDM-4, AQ-RFDM-4U, AQ-RFDM-4F, AQ-RFDM-  
 10 5BT, AQ-RFDM 5UBT, and AQ-WR-3F.

11 There may be future products developed by Aquatic that are covered by one or more of the asserted  
 12 claims of the asserted patents. Aquatic's investigation of other apparatuses, products, devices,  
 13 processes, methods, acts, or other instrumentalities is ongoing, and Aquatic reserves its right to  
 14 supplement and/or amend this identification as its investigation proceeds.

15 **VI. Patent Local Rules 3-1(h)**

16 Based on the information currently available to it, Aquatic provides the following basis for  
 17 its allegation of willful infringement.

18 Magnadyne was aware of the '756 patent since at least January 2011, before it began  
 19 making, using, selling, offering for sale and/or importing the Accused Instrumentalities.  
 20 Magnadyne had actual notice that it was infringing the '756 patent at least as early as January 2011,  
 21 when it entered into its Master Purchase Agreement with SSV. In addition, on November 15, 2013,  
 22 Magnadyne received an infringement notice letter from Aquatic. On information and belief,  
 23 Magnadyne also had notice of its infringement of the '081 patent as of November 2013. At a  
 24 minimum, Magnadyne had actual notice of its infringement of the '081 patent since at least April  
 25, 2014. Nonetheless, Magnadyne continued its activities with respect to the Accused  
 26 Instrumentalities despite the objectively high likelihood that its actions constituted infringement of  
 27 the '756 and '081 patents.

SSV was also aware of the ‘756 patent since at least January 2011, before it began making, using, selling, offering for sale and/or importing the Accused Instrumentalities. On information and belief, SSV had actual notice that it is infringing the ‘756 patent, at least as early as January 2011, but no later than November 2013, when it received notice of Aquatic’s infringement notice letter to Magnadyne. Nonetheless, SSV continued its activities with respect to the Accused Instrumentalities despite the objectively high likelihood that its actions constituted infringement of at least the ‘756 patent.

## AQUATIC'S ACCOMPANYING DOCUMENT PRODUCTION

9 Aquatic identifies the following documents, which may correspond to Patent Local rules 3-2  
10 categories (a), (b), (c), (d), and (e).

- **Patent Local Rule 3-2(a):** Aquatic identifies Bates Nos. AQUATIC000405 – AQUATIC000453.
- **Patent Local Rule 3-2(b):** Aquatic identifies Bates Nos. AQUATIC000405 – AQUATIC000453.
- **Patent Local Rule 3-2(c):** Aquatic identifies Bates Nos. AQUATIC000001 – AQUATIC000404.
- **Patent Local Rule 3-2(d):** Aquatic identifies Bates Nos. AQUATIC000454 – AQUATIC000456.
- **Patent Local Rule 3-2(e):** Aquatic identifies Bates Nos. AQUATIC000457 – AQUATIC000636.

21 Aquatic continues to investigate the facts relating to this action. Aquatic anticipates that, as  
22 this action proceeds, further documents may be discovered, or their significance better understood,  
23 and Aquatic reserves the right to modify, amend, and/or supplement its responses with such  
24 pertinent documents.

25 Pursuant to the Protective Order authorized by Patent Local Rule 2-2, Aquatic has  
26 designated certain documents as confidential pursuant to the Protective Order authorized by the  
27 Northern District of California.

1 | //

2 | //

3 | //

Dated: February 3, ~~October 29~~, 20154

Respectfully submitted,

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Attorneys for Plaintiff Aquatic AV, Inc.

# EXHIBIT B

## Revised Appendix A (re: MD Series)

Patent Local Rule 3-1 Infringement Contentions for U.S. Patent No. 7,831,756

Based upon publicly available information located by Aquatic AV to date, the following infringement contentions are provided regarding Magnadyne's Aquavibe Entertainment Center with Docking Stations products.<sup>1</sup>

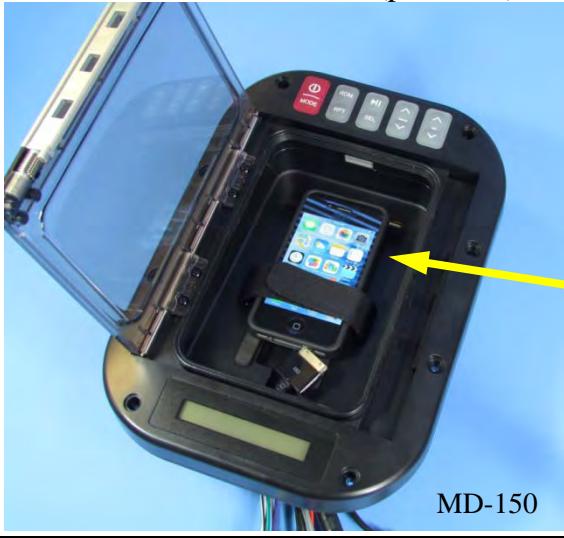
Claim No.	Claim Element	Magnadyne Aquavibe Entertainment Center With Docking Station
16 (preamble)	An apparatus for housing and controlling a removable electronic device, the apparatus comprising:	The Aquavibe Entertainment Center with Docking Station, including models AV-100, MD-100, MD-150, MD-150MS, MD-200, MD-250, MD-300, and MD-350 (collectively, the "Docking Station"), is a product that houses and allows for control of a removable electronic device (like an iPod or an iPhone). The Docking Station is intended to be integrated with an audio system and installed in an end product (such as in a spa, boat or recreational vehicle, for example) and then used by an end user to house and control a removable electronic device (such as an iPod, iPhone or other portable media player).

---

<sup>1</sup> The figures in the chart below include images of the Magnadyne Aquavibe MD-150 Deluxe Entertainment Center with Docking Station. These images are meant to be exemplary of other substantially similar Magnadyne Docking Stations that are not visually depicted in the charts.

Claim No.	Claim Element	<b>Magnadyne Aquavibe Entertainment Center With Docking Station</b>
		 <p data-bbox="720 915 1227 948">For example, the Aquavibe user manual describes inserting, connecting, and housing an iPhone or iPod inside the Docking Station:</p> <p data-bbox="804 948 1290 980"><b>Inserting an IPHONE or IPOD into Docking Station:</b></p> <ol data-bbox="804 980 1290 1188" style="list-style-type: none"> <li data-bbox="804 980 1290 1008">1. Open the waterproof door.</li> <li data-bbox="804 1008 1290 1073">2. Remove the 30-pin connector from its recessed area.</li> <li data-bbox="804 1073 1290 1101">3. Plug the 30-pin connector into the Apple device.</li> <li data-bbox="804 1101 1290 1129">4. Secure the Apple device with the mounting straps.</li> <li data-bbox="804 1129 1290 1157">5. Close the waterproof door.</li> </ol> <p data-bbox="804 1188 1227 1286"><b>Note 1:</b> If your Apple device uses a lightning connector a lightning adapter will plug into the 30-pin connector and will allow you to operate the device normally.</p> <p data-bbox="720 1286 1438 1318"><i>See Aquavibe Operation and Installation Manual at p. 7.</i></p> <p data-bbox="720 1356 1860 1421">The Aquavibe user manual also describes using the control buttons on the housing unit to control an iPhone connected inside the housing unit:</p> <p data-bbox="720 1421 1881 1454">“30-pin Connector for Apple Products: Plug the 30-pin connector in an IPOD, ITOUCH or</p>

Claim No.	Claim Element	Magnadyne Aquavibe Entertainment Center With Docking Station
		<p>IPHONE. Use the track button to select the desired song" <i>See</i> Aquavibe Operation and Installation Manual at p. 4.</p> <p>For example, the picture below shows a Docking Station installed in one of Magnadyne's customer's spas.</p>  <p>See <a href="http://calspas.com/sound/">http://calspas.com/sound/</a></p>

Claim No.	Claim Element	Magnadyne Aquavibe Entertainment Center With Docking Station
16 (a)	a housing unit comprising:	<p>The Docking Station is a housing unit that houses a removable electronic device, like an iPod or iPhone. <i>See</i> claim 16 (preamble).</p>  <p>MD-150</p>
16 (b)	an enclosure for housing the electronic device, wherein the enclosure hermetically seals the electronic device within the housing unit; and	<p>The Docking Station includes an enclosure to house a removable electronic device, like an iPod or iPhone. Magnadyne describes the enclosure in the Docking Station as “waterproof.” The enclosure also uses an elastomeric gasket (sometimes referred to as a seal) against the cover to hermetically seal the electronic device within the enclosure.</p>  <p>MD-150</p>

Claim No.	Claim Element	Magnadyne Aquavibe Entertainment Center With Docking Station
		<p>For example, the Docking Station user manual states that the Docking Station is “waterproof” when the Docking Station cover door is closed:</p> <p>“This unit is only IPX5 waterproof when the access door is closed. When connecting a device avoid water getting inside the waterproof compartment. Water in the waterproof compartment may damage this unit, cause electrical shock or fire.” <i>See Aquavibe Operation and Installation Manual at p. 2.</i></p> <p>To the extent this claim element is not literally satisfied in the Docking Stations, this limitation is present under the Doctrine of Equivalents because the differences between the “waterproof” seal of the Docking Station and the claimed “hermetic” seal are insubstantial. The enclosure “waterproof” seal of the Docking Station performs substantially the same function, in substantially the same way, to yield substantially the same result as the claimed enclosure hermetic seal.</p>
16 (c)	a connector for coupling with the electronic device; and	<p>The Docking Station includes a connector for coupling the electronic device to the apparatus.</p>  <p>The Docking Station user manual also describes using a 30-pin connector and/or a “lightning” connector adapter to couple an iPhone or iPod to the housing unit:</p> <p><b>Inserting an IPHONE or IPOD into Docking Station:</b></p> <ol style="list-style-type: none"> <li>1. Open the waterproof door.</li> </ol>

Claim No.	Claim Element	Magnadyne Aquavibe Entertainment Center With Docking Station
		<p>2. Remove the 30-pin connector from its recessed area.      3. Plug the 30-pin connector into the Apple device.      4. Secure the Apple device with the mounting straps.      5. Close the waterproof door.  <b>Note 1:</b> If your Apple device uses a lightning connector a lightning adapter will plug into the 30-pin connector and will allow you to operate the device normally.  <i>See Aquavibe Operation and Installation Manual at p. 7.</i></p>
<b>16 (d)</b>	a user interface for controlling the electronic device when the electronic device is housed in the housing unit, wherein the user interface detachably couples from the housing unit.	<p>The Docking Station utilizes a wireless remote control (the “Basic RF Remote” and “Delux RF Remote” model nos. CCR-100, CCR-150, CCR200, CCR-250, CCR-300, and CCR350) that transmits information to control the electronic device when it is housed in the housing unit. The wireless remote control contains a user interface for controlling the electronic device, wherein the remote control is separate from the housing unit, but still wirelessly linked to the Docking Station. The wireless remote control is detachably coupled with the Docking Station through a wireless “coupling” process necessary to wirelessly connect the remote control to the Docking Station. The wireless remote control may be de-coupled from the Docking Station using a “reset” function in the Docking Station, which disconnects the wireless remote control from the Docking Station.</p> 

Claim No.	Claim Element	<b>Magnadyne Aquavibe Entertainment Center With Docking Station</b>
		<p>Deluxe RF Remote  <b>CCR-350</b> (White), <b>CCR-250</b> (Tan), <b>CCR-150</b> (Black)</p>  <p><b>Specifications</b></p> <hr/> <p><b>General:</b></p> <ul style="list-style-type: none"> <li>• IPX7 waterproofing.</li> <li>• LCD display.</li> <li>• Same button functions as main unit.</li> </ul> <p>The Aquavibe user manual also states that the “track” and “pause/play” buttons on the wireless remote control are used to control the electronic device contained within the Docking Station:</p> <p><b>7. Track Buttons:</b>  <b>Radio Mode:</b> Press for automatic seek up or down for radio stations. Press and hold to activate manual tuning.  <b>IPOD or Bluetooth Mode:</b> Press to select the next or previous tracks.</p> <p><b>8. Play/Pause Button ( ):</b>  <b>Radio or Auxiliary Modes:</b> Press to mute the audio. Press again to restore audio.  <b>IPOD or Bluetooth Mode:</b> Press to pause playback. Press again to resume play.</p> <p><i>See Aquavibe Operation and Installation Manual at p. 4 (remote control button locations and functions).</i></p> <p>The wireless remote controller controls the electronic device in both “ipod” and “Bluetooth” modes. The wireless remote controller controls an electronic device that is connected to the Docking Station using a Bluetooth wireless link.</p> <p><b>Bluetooth Operation:</b>  <b>Note:</b> Devices with AVRCP 1.3 or above will display text, all other device will simply show “BT AUDIO”  <b>Play/Pause Button:</b> Press the button to pause the Bluetooth playback. Press again to resume playback.  <b>Note:</b> The Entertainment Center display will not show the playback is pause. The mobile device will</p>

Claim No.	Claim Element	<b>Magnadyne Aquavibe Entertainment Center With Docking Station</b>
		<p>show that the playback is paused.</p> <p><b>Changing the Track:</b> Press the <b>TRACK</b> button to select a higher track. Press the <b>TRACK</b> button to select a lower track.</p> <p><b>Sound Controls:</b> Use the sound controls on the main unit to adjust the volume and sound quality.</p> <p><b>Note:</b> For optimum sound quality make sure the media volume on the device is set at 75% or greater.</p> <p><b>Random Controls:</b> Press the <b>RDM</b> button for random controls. Selecting “RDM ON” will randomly play tracks. Selecting “RDM OFF” will cancel random play.</p> <p><b>Repeat Controls:</b> Press the <b>RPT</b> button for repeat controls. Selecting “RPT ONE” will repeatedly play a track. Selecting “RPT ALL” will repeatedly play all the tracks. Selecting “RPT OFF” will cancel repeat play.</p> <p><b>Note:</b> During Bluetooth audio streaming the multi-media device (IPHONE/smart phone) can be placed in the dock and charged by the USB socket.</p> <p><i>See Aquavibe Operation and Installation Manual at p. 10 (Bluetooth operation).</i></p> <p>The wireless remote control “pairing” process is described in the Aquavibe user manual:</p> <p><b>Programming a Wireless Remote Controller:</b></p> <ol style="list-style-type: none"> <li>1. To pair the wireless remote with the dock push and hold the <b>MODE</b> button on the remote controller until “PAIR” appears in it’s display</li> <li>2. While still holding the <b>MODE</b> button on the wireless remote controller, press the <b>RESET</b> button in the interior of the waterproof compartment to pair the devices.</li> <li>3. If the pairing is successful, the dock will restart and “PAIR” will disappear from the remote’s display. Release the <b>MODE</b> button on the remote controller.</li> </ol> <p><i>See Aquavibe Operation and Installation Manual at p. 13.</i></p> <p><u>The Docking Stations may also be combined and used with a wired remote control device sold by Magnadyne for operation with the Docking Station. The wired remote controls are identified by model numbers WRC-100, WRC-150, WRC-200, WRC-250, WRC-300, and</u></p>

Claim No.	Claim Element	<b>Magnadyne Aquavibe Entertainment Center With Docking Station</b>
		<p><u>WRC-350 (the “Wired Remotes”). The Wired Remotes transmits information to control the electronic device when it is housed in the housing unit. The Wired Remotes contains a user interface for controlling the electronic device, wherein the remote control is separate from the Docking Station, but still electrically coupled (via a wire cable) to the Docking Station. The Wired Remote “detachably couples” from the Docking Station because the electrical coupling can be attached and detached from the Docking Station by plugging-in and unplugging the cable that connects the Wired Remote to the Docking Station, as shown in the pictures below.</u></p>    
18	The apparatus for housing and controlling a removable electronic device according to	The Docking Station can accomodate an electronic device that occupies at least twice the volume of an iPhone 4, as well as being able to accomodate devices that are substantially smaller such as an iPod.

Claim No.	Claim Element	Magnadyne Aquavibe Entertainment Center With Docking Station
	claim <b>16</b> , wherein the enclosure accommodates a number of different sized electronic devices.	 <p>MD-150</p> <p><i>See also claim 16.</i></p>
<b>19</b>	The apparatus for housing and controlling a removable electronic device according to claim <b>16</b> , wherein the connector is selected from among RCA cables, multi-pin connectors, 8P8C connectors, DE-9 connectors, USB connectors, and 30-pin connectors.	<p>See claim 16.</p> <p>The Docking Station utilizes a 30-pin connector to couple with the electronic device.</p>  <p><b>Multi-Pin Connector</b></p> <p>The Docking Station user manual also describes using a 30-pin connector and/or a</p>

Claim No.	Claim Element	<b>Magnadyne Aquavibe Entertainment Center With Docking Station</b>
		<p>“lightning” connector adapter to couple an iPhone or iPod to the housing unit:</p> <p><b>Inserting an IPHONE or IPOD into Docking Station:</b></p> <ol style="list-style-type: none"> <li>1. Open the waterproof door.</li> <li>2. Remove the 30-pin connector from its recessed area.</li> <li>3. Plug the 30-pin connector into the Apple device.</li> <li>4. Secure the Apple device with the mounting straps.</li> <li>5. Close the waterproof door.</li> </ol> <p><b>Note 1:</b> If your Apple device uses a lightning connector a lightning adapter will plug into the 30-pin connector and will allow you to operate the device normally.</p> <p><i>See Aquavibe Operation and Installation Manual at p. 7.</i></p>
22	<p>The apparatus for housing and controlling a removable electronic device according to claim 16, wherein the user interface further comprises a display screen.</p>	<p><i>See claim 16.</i></p> <p>The wireless remote control (the “Delux RF Remote” model nos. CCR-150, CCR-250, and CCR350) coupled with the Docking Station includes a user interface with an LCD display screen.</p>  <p>The wired remote control (the “Deluxe Wired Remote” model nos. WRC-150, WRC-250,</p>

Claim No.	Claim Element	<b>Magnadyne Aquavibe Entertainment Center With Docking Station</b>
		<p><u>and WRC-350) coupled with the Docking Station includes a user interface with an LCD display screen. In operation, the wired remote controls operate with the Docking Station as described in the User Manuals for both the MD-100 and MD-150 products. The LCD display on the remote control displays information relating to the Docking Station. For example, the remote will display the current operating mode of the Docking Station.</u></p> 

# EXHIBIT C

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

AQUATIC AV, INC., a )  
California corporation, )  
                          )  
Plaintiff,            )  
                          )  
vs.                    ) No.  
THE MAGNADYNE CORPORATION, ) 3-14-cv-01931-WHA  
a California corporation, )  
SSV WORKS, INC., a )  
California corporation, )  
                          )  
Defendant.            )  
\_\_\_\_\_)

VOLUME I

DEPOSITION OF PERSON MOST KNOWLEDGEABLE OF

MAGNADYNE CORPORATION

Playa Vista, California

Thursday, January 29, 2015

REPORTED BY:

JEAN KIM  
CSR NO. 13555, RPR

JOB NO.  
79289VAL

MARK HOCKETT (PERSON MOST KNOWLEDGEABLE), VOL. 1 - January 29, 2015  
AQUATIC AV, INC. VS. THE MAGNADYNE CORP.

1 Deluxe Wired Remote W LCD for MD-50 - black." 11:45:36  
2 Same question as I asked before. What's 11:45:42  
3 the significance of the words "for MD-50" as used in 11:45:44  
4 this description? 11:45:50  
5 A It's referring to for use with the MD-150, 11:45:51  
6 just to correct the part number reading. 11:45:55  
7 It's just a reference. It's to help 11:45:58  
8 somebody be able to see this and say "Oh, it works 11:46:00  
9 with that item." But this also works with the other 11:46:03  
10 ones. 11:46:06  
11 Q When you say "other ones," you're referring 11:46:06  
12 to the other MD docking stations; correct? 11:46:09  
13 A Correct. 11:46:12  
14 Q There are no other docking stations that 11:46:13  
15 this wired remote works with; correct? 11:46:17  
16 A Not that I'm aware of. 11:46:18  
17 (Exhibit P22 was marked for 11:47:19  
18 identification by the certified shorthand 11:47:19  
19 reporter.) 11:47:19  
20 MR. BOHRER: And I want to put one other on 11:47:26  
21 the table as 23. 11:47:28  
22 (Exhibit P23 was marked for 11:47:31  
23 identification by the certified shorthand 11:47:31  
24 reporter.) 11:47:42  
25 BY MR. BOHRER: 11:47:42

MARK HOCKETT (PERSON MOST KNOWLEDGEABLE), VOL. 1 - January 29, 2015  
AQUATIC AV, INC. VS. THE MAGNADYNE CORP.

1 Q Showing you two photographs, Mr. Hockett. 11:47:42  
2 One is identified as Exhibit 22; the other is 11:47:44  
3 identified as Exhibit 23. 11:47:48  
4 Let's start with Exhibit 22. Do you 11:47:50  
5 recognize what's shown in that picture? 11:47:53  
6 A Yes. It's a MD dock and one of the wired 11:47:55  
7 remotes. 11:48:00  
8 Q Can you be more specific, first of all, 11:48:00  
9 about which model MD dock? 11:48:04  
10 A I'm not able to make out the part number 11:48:13  
11 exactly. I believe it says MD-100. 11:48:16  
12 Q All right. It's black; so it's either a 11:48:20  
13 100 or a 150. Fair statement? 11:48:23  
14 A Yes. 11:48:26  
15 Q And then to the -- as -- as we're -- you're 11:48:26  
16 looking at the photograph there, there is a wired 11:48:29  
17 remote that's depicted; is that correct? 11:48:33  
18 A That is correct. 11:48:35  
19 Q And this wired remote has an LCD. So I'm 11:48:36  
20 guessing it's in the 150, 250, 350 series? 11:48:40  
21 A Yes. That's correct. 11:48:44  
22 Q In fact, it's black. So it would be 150? 11:48:45  
23 A Yes. It's an MD-150. 11:48:48  
24 Q Steel trap. 11:48:55  
25 Q Do you see the same wired remote in 11:48:57

**MARK HOCKETT (PERSON MOST KNOWLEDGEABLE), VOL. 1 - January 29, 2015  
AQUATIC AV, INC. VS. THE MAGNADYNE CORP.**

MARK HOCKETT (PERSON MOST KNOWLEDGEABLE), VOL. 1 - January 29, 2015  
AQUATIC AV, INC. VS. THE MAGNADYNE CORP.

1 draw a circle around that and initial it. 11:50:15  
2 And what have you drawn a circle around? 11:50:21  
3 A I've drawn a circle around a DIN connector. 11:50:23  
4 Q Can you spell that for me? 11:50:23  
5 A D-I-N. 11:50:32  
6 Q Now, do you see in that same photograph 11:50:32  
7 what the DIN connector connects to on the dock? 11:50:34  
8 A Yes. 11:50:40  
9 Q Can you draw a circle around that, please, 11:50:41  
10 and initial it. 11:50:45  
11 All right. And would you also put the 11:50:51  
12 number two by the second initial. If you want to 11:50:54  
13 put number one by your first initial, that's fine. 11:50:58  
14 Number one refers to your identification of 11:51:01  
15 the DIN connector; is that right? 11:51:03  
16 A Yes. That's a male DIN connector. 11:51:05  
17 Q Thank you. 11:51:10  
18 And then what you -- what you drew a circle 11:51:10  
19 around and your number two initials, what does that 11:51:12  
20 refer to? 11:51:16  
21 A That is the female receptacle for the male 11:51:16  
22 DIN connector. 11:51:20  
23 Q And the two of those plug into each other 11:51:21  
24 to make the connection; correct? 11:51:23  
25 A That is correct. 11:51:25

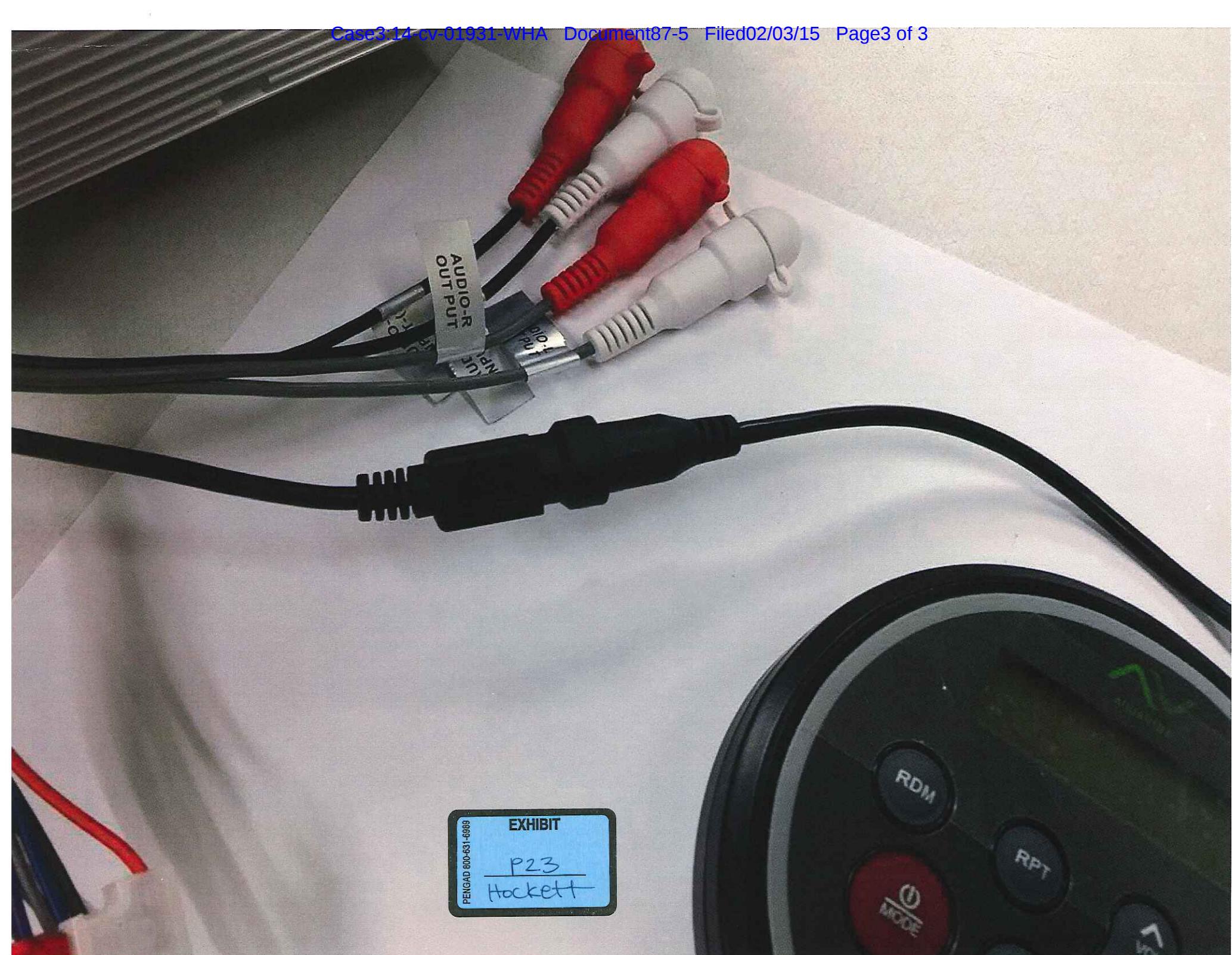
MARK HOCKETT (PERSON MOST KNOWLEDGEABLE), VOL. 1 - January 29, 2015  
AQUATIC AV, INC. VS. THE MAGNADYNE CORP.

1 Q Looking at Exhibit 23, do you see the two 11:51:25  
2 of those in a completed connection? 11:51:29  
3 A Yes. They've been connected together. 11:51:33  
4 Q All right. Once that connection is made, 11:51:38  
5 the wired remote can be used by the user to 11:51:40  
6 interface with the dock; is that correct? 11:51:45  
7 A Yes. That is correct. 11:51:47  
8 (Exhibit P24 was marked for 11:52:29  
9 identification by the certified shorthand 11:52:29  
10 reporter.) 11:52:29  
11 BY MR. BOHRER: 11:52:29  
12 Q We've marked as Exhibit 24 Magnadyne 11:52:33  
13 document produced -- production 229 through 251. 11:52:36  
14 Do you see that, Mr. Hockett? 11:52:42  
15 A Yes, I do. 11:52:43  
16 Q All right. Do you know what these 11:52:45  
17 documents are? 11:52:48  
18 A Yes. These are an order history by part 11:52:49  
19 within customer. So it -- a record of sales. 11:52:54  
20 Q So a couple things here. The first is -- 11:53:03  
21 is if we turn to the second page, there's a 11:53:06  
22 reference to a customer LMS. 11:53:09  
23 Is it correct that that particular customer 11:53:12  
24 is also known as Cal Spa? 11:53:16  
25 A Yes. 11:53:19

# EXHIBIT D



EXHIBIT  
P22  
Hockett  
PENGAD 800-631-6869



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10 Attorneys for Plaintiff  
Aquatic AV, Inc.

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

14 AQUATIC AV, INC., a California corporation,

15 Plaintiff,

VS.

17 THE MAGNADYNE CORPORATION, a  
18 California corporation, SSV WORKS,  
INC., a California corporation,

Defendants.

No. 3:14-cv-01931-WHA

**[PROPOSED] ORDER GRANTING  
PLAINTIFF'S MOTION TO AMEND  
INFRINGEMENT CONTENTIONS**

Date: March 12, 2015  
Time: 8:00 a.m.  
Courtroom: 8, 19<sup>th</sup> Fl., San Francisco  
Judge: Hon. William H. Alsup

1 Now before the Court is Plaintiff Aquatic AV, Inc.'s Motion for Leave to Amend  
2 Infringement Contentions. Upon consideration of the notice of motion, motion and the supporting  
3 declaration of David C. Bohrer filed therewith, the Court Orders as follows:

4 1. Plaintiff's motion to amend infringement contentions is granted.

5 IT IS SO ORDERED.

6  
7 DATED: \_\_\_\_\_, 2015

8 \_\_\_\_\_  
9 Hon. William H. Alsup  
10 United States District Judge

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**CERTIFICATE OF SERVICE**

2 I hereby certify that on February 3, 2015, I electronically filed the foregoing with the Clerk  
3 of the Court using the CM/ECF system which will send notification of such filing to the e-mail  
4 addresses on file with the Clerk of Court.

5

6 | Dated: February 3, 2015

/s/ David C. Bohrer  
David C. Bohrer

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